

## STATE OF SOUTH CAROLINA

## (Caption of Case)

Example: Application for a Class C Charter Certificate from  
John Doe dba Doe's Limo

**AMENDED Application of All My Sons of  
Columbia, LLC for a Class E (Household Goods)  
Certificate of Public Convenience and Necessity for  
the Operation of a Motor Vehicle Carrier**

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**TRANSPORTATION COVER SHEET****DOCKET**

**NUMBER: 2020 - 37 - T**

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

**Submitted by:** David Popowski

**Telephone:** 843-722-8301

**Address:** Popowski Law Firm, LLC

**Fax:** 843-722-8309

171 Church St., Suite 110

**Other:** \_\_\_\_\_

Charleston, SC 29401

**Email:** david@popowskilaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**NATURE OF ACTION (Check all that apply)**

- |   |  |
|---|--|
| <input type="checkbox"/> Application - Class A/A Restricted   | <input type="checkbox"/> Request for Name Change on Certificate        |
| <input type="checkbox"/> Application - Class C Taxi   | <input type="checkbox"/> Request to Amend Scope of Authority           |
| <input type="checkbox"/> Application - Class C Charter  | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application - Class C Charter Bus  | <input type="checkbox"/> Request to Amend Passenger Limit              |
| <input type="checkbox"/> Application - Class C Non-Emergency  | <input type="checkbox"/> Request                                       |
| <input type="checkbox"/> Application - Class C Stretcher Van  | <input type="checkbox"/> Exhibit                                       |
| <input checked="" type="checkbox"/> Application - Class E Household Goods   | <input type="checkbox"/> Late-Filed Exhibit                            |
| <input type="checkbox"/> Application - Class E Hazardous Waste  | <input type="checkbox"/> Letter  |
| <input type="checkbox"/> Application  | <input type="checkbox"/> Proposed Order                                |
| <input type="checkbox"/> Request for Extension to Comply with Order   | <input type="checkbox"/> Publisher's Affidavit                         |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter                            |
| <input type="checkbox"/> Request for Cancellation of Certificate  | <input type="checkbox"/> Response                                      |
| <input type="checkbox"/> Request for Suspension   | <input type="checkbox"/> Return to Petition                            |
| <input type="checkbox"/> Request for Reinstatement  | <input checked="" type="checkbox"/> Other: <u>Amended</u>              |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF  
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: April 2, 2020

- ☒ E (HHG) - Household Goods  
☐ E (HAZ) - Hazardous Material

**IMPORTANT!** If application is to amend scope of authority, a current annual report must be on file with the Commission before application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application  
☐ Amended Scope of Authority

Current Scope:  
(list counties)

Amended Scope:  
(list counties)

1.

All My Sons of Columbia, LLC

Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

1424 Bluff Road, Columbia, SC 29201

Street Address of Applicant

Mailing Address of Applicant (if different from street address)

(803) 219-2804

Phone

FAX

dmcnally@allmysons.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

## 3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☒ Corporation - List names and addresses of two principal officers.

Limited Liability Company

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1. Chris Generale - President - 2400 Old Mill Road, Carrollton, TX 75007

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2. Nick Bouras - Chief Financial Officer - 2400 Old Mill Road, Carrollton, TX 75007

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4. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☐ Yes ☒ No

*If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.*

## 5. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of convictions below.*

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## 6. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of revocations below.*

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Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

### Financial Statement

Applicant's assets and liabilities are as follows:

<b><u>Assets:</u></b>		<b><u>Liabilities:</u></b>	
Value of Real Estate	<input type="text"/>	Mortgage/Loan on Real Estate	<input type="text"/>
Value of Motor Vehicles	<input type="text"/>	Loans Owed on Motor Vehicles	<input type="text"/>
Cash on Hand	<input type="text"/>	Business/Other Loans Owed	<input type="text"/>
Cash in Bank	<input type="text"/>	Other Liabilities or Debts	<input type="text"/>
Value of Other Assets and Equipment	<input type="text"/>	<b>Total Liabilities</b>	<input type="text"/>
<b>Total Assets</b>	<input type="text"/>		

#### INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

**All My Sons Moving & Storage of Columbia LLC****Income Statement**

	January through February 2020	Projections
	Jan - Feb 2020	Jan - Dec 2020
<b>Moving and storage revenue</b>	\$ 20,260	\$ 1,215,000
<b>Expenses</b>		
Operating	21,845	609,627
Selling, General and Administrative	39,735	532,276
<b>Total Expenses</b>	<u>61,580</u>	<u>1,141,903</u>
<b>Income/(Loss) from operations</b>	(41,319)	73,097
<b>Other Expenses</b>		
Depreciation expense	1,238	8,000
Interest Expense	-	-
Other Non-Operating Expense	-	-
<b>Total Other Expenses</b>	<u>1,238</u>	<u>8,000</u>
<b>Income Before Taxes</b>		
Income Taxes (State)	-	-
<b>Net Income (Loss)</b>	<u>\$ (42,557)</u>	<u>\$ 65,097</u>

## All My Sons Moving &amp; Storage of Columbia LLC

## Balance Sheet

As of February 29, 2020

## ASSETS

	<i>As of</i> <i>Feb 29, 2020</i>
<b>Current Assets</b>	
Cash in bank	\$ 14,491
Accounts receivable	-
Other current assets	1,221
Due to/from affiliates	-
<b>Total Current Assets</b>	<b>15,712</b>
<b>Property, Plant and Equipment</b>	
Transportation, moving and office equipment	8,946
Buildings and leasehold improvements	11,580
Land	-
<b>Total Property, Plant and Equipment, at cost</b>	<b>20,526</b>
Less accumulated depreciation	(1,238)
<b>Net Property, Plant and Equipment</b>	<b>19,288</b>
Other Assets	2,200
<b>Total Assets</b>	<b>\$ 37,200</b>

## All My Sons Moving &amp; Storage of Columbia LLC

## Balance Sheet

Balance Sheet (Continued)

## LIABILITIES AND SHAREHOLDER'S EQUITY

	<i>As of</i> <i>Feb 29, 2020</i>
<b>Current Liabilities</b>	
Accounts payable	\$ 10,610
Accrued expenses	11,432
Accrued interest expense	-
Other current liabilities	-
Due to Affiliates	57,716
Line of credit	-
<b>Total Current Liabilities</b>	<b>79,758</b>
<b>Long-Term Liabilities</b>	
Notes Payable	-
Other Notes Payable	-
<b>Total Notes Payable</b>	<b>-</b>
Deferred Rent	-
<b>Total Long-Term Liabilities</b>	<b>-</b>
<b>Total Liabilities</b>	<b>79,758</b>
<b>Shareholders' Equity</b>	
Common Stock	-
Additional Paid in Capital	-
Distributions	-
Stockholder notes receivable	-
Retained Earnings	(42,558)
<b>Total Shareholders' Equity</b>	<b>(42,558)</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$ 37,200</b>

## PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Tariff will be filed separately

### COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

☒ Household Goods, as defined in R103-210(1)

☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.  
You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

<input type="checkbox"/> Abbeville	<input type="checkbox"/> Cherokee	<input type="checkbox"/> Florence	<input type="checkbox"/> Lee	<input type="checkbox"/> Saluda
<input type="checkbox"/> Aiken	<input type="checkbox"/> Chester	<input type="checkbox"/> Georgetown	<input type="checkbox"/> Lexington	<input type="checkbox"/> Spartanburg
<input type="checkbox"/> Allendale	<input type="checkbox"/> Chesterfield	<input type="checkbox"/> Greenville	<input type="checkbox"/> Marion	<input type="checkbox"/> Sumter
<input type="checkbox"/> Anderson	<input type="checkbox"/> Clarendon	<input type="checkbox"/> Greenwood	<input type="checkbox"/> Marlboro	<input type="checkbox"/> Union
<input type="checkbox"/> Bamberg	<input type="checkbox"/> Colleton	<input type="checkbox"/> Hampton	<input type="checkbox"/> McCormick	<input type="checkbox"/> Williamsburg
<input type="checkbox"/> Barnwell	<input type="checkbox"/> Darlington	<input type="checkbox"/> Horry	<input type="checkbox"/> Newberry	<input type="checkbox"/> York
<input type="checkbox"/> Beaufort	<input type="checkbox"/> Dillon	<input type="checkbox"/> Jasper	<input type="checkbox"/> Oconee	
<input type="checkbox"/> Berkeley	<input type="checkbox"/> Dorchester	<input type="checkbox"/> Kershaw	<input type="checkbox"/> Orangeburg	<input checked="" type="checkbox"/> Statewide
<input type="checkbox"/> Calhoun	<input type="checkbox"/> Edgefield	<input type="checkbox"/> Lancaster	<input type="checkbox"/> Pickens	
<input type="checkbox"/> Charleston	<input type="checkbox"/> Fairfield	<input type="checkbox"/> Laurens	<input type="checkbox"/> Richland	

**DESCRIPTION OF EQUIPMENT**

You are **not** required to own a vehicle to file an application. However, prior to the Commission hearing, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
International	2020 MV607	3HAEUMML5LL382132	17,900
International	2020 MV607	3HAEUMML3LL382131	17,900
Freightliner	2018 M2	3ALACWFC7JDJH4138	16,242



## INSURANCE QUOTE

This form **MUST BE COMPLETED.**

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

All My Sons of Columbia, LLC

Name of Applicant

1424 Bluff Road, Columbia, SC 29201

Address of Applicant

**Amount of Premium:**

**Limits Quoted: (See Below)**

Liability Insurance    \$    11,042

Limits    \$1,000,000

Cargo Insurance        \$    1,287

Limits    \$750,000

\* Attach Certificate of Insurance if available.

Auto: Liberty Mutual / Cargo: Hanover Insurance Company

Name of Insurance Company

Liberty: 175 Berkeley Street, Boston, MA 02116 / Hanover: 440 Lincoln Street, Worcester, MA 01605

Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

\* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

**NOTICE:**

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 12444 Powerscourt Drive Saint Louis MO 63131		<b>CONTACT NAME:</b> Cyndy Stork <b>PHONE (A/C, No, Ext):</b> 314.800.2214 <b>E-MAIL ADDRESS:</b> cyndy_stork@ajg.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Berkshire Hathaway Homestate Insurance Company	
		<b>INSURER B:</b> Hanover Insurance Company	
		<b>INSURER C:</b> Liberty Insurance Corporation	
		<b>INSURER D:</b> Travelers Property Casualty Co of America	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 443043178 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TB7-641-444914-020	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS7-641-444914-010	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-41M89582-20-NF	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	AMWC027864	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cargo & Warehouse		IHK D129149	3/1/2020	3/1/2021	Any One Vehicle 250,000 Each Occurrence 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: My Sons of Columbia LLC, 1424 Bluff Rd, Columbia SC 29201  
 This location is part of the All My Sons Master Program-Final Premium:  
 Auto Liability: \$11,042  
 Cargo Legal Liability: \$1,287

<b>CERTIFICATE HOLDER</b>  Public Service Commission of South Carolina 101 Executive Center Drive Suite 100 Columbia SC 29210	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Exhibit Fit, Willing, and Able (FWA)**

All My Sons of Columbia, LLC  
Name

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1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes                      ☐ No                      ☒ Pending      (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory              ☐ Conditional              ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes                      ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes                      ☒ No

*If "Yes", list judgements here:*

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes                      ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes                      ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 EXECUTIVE CENTER DRIVE, SUITE 100  
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit [www.psc.sc.gov](http://www.psc.sc.gov) to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.


The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

  
Applicant's Signature

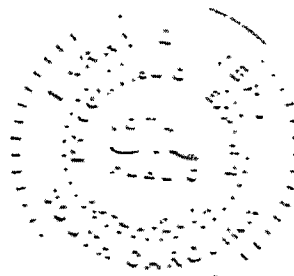
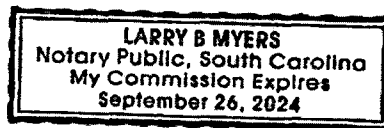
Operations Manager  
Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

SWORN TO BEFORE ME  
This 9 day of April, 20 20

  
Notary Public

Commission Expires 9/26/24



Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

All My Sons of Columbia, LLC  
Applicant's Name

### Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and is familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392, 395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes ☐ Not Applicable

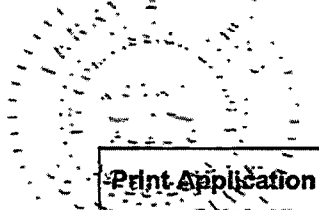
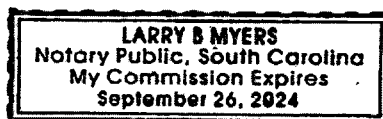
I, Joseph Daniel Henley, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

SWORN TO BEFORE ME  
This 9 day of April, 2020

[Signature]  
Notary Public

Commission Expires 9/26/24

[Signature]  
Applicant's Signature



# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authority**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

All My Sons of Columbia, LLC, a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on January 13th, 2020, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 17th day  
of January, 2020.

A handwritten signature of Mark Hammond in cursive script.  
Mark Hammond, Secretary of State

State of Delaware  
 Secretary of State  
 Division of Corporations  
 Delivered 02:24 PM 08/08/2019  
 FILED 02:24 PM 08/08/2019

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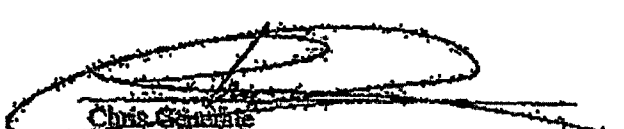
**AMENDED AND RESTATED  
 CERTIFICATE OF FORMATION  
 OF  
 ALL MY SONS OF DAYTON, LLC**

**THIS AMENDED AND RESTATED CERTIFICATE OF FORMATION** of All My Sons of Dayton, LLC (the "LLC"), dated August 8, 2019, amends and restates the original Certificate of Formation filed September 29, 2017, and is being duly executed and filed by Chris Genetale, as an authorized person under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) (the "Act"), pursuant to Section 18-208 of the Act.

**FIRST** The name of the limited liability company formed hereby is All My Sons of Columbia, LLC.

**SECOND** The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive, County of New Castle, in the City of Wilmington, DE 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

**IN WITNESS WHEREOF**, the undersigned has executed this Amended and Restated Certificate of Formation as of the date first above written.

  
 Chris Genetale  
 Authorized Person

18884864312

**AMS TARIFF NO. 1**

All My Sons of Columbia, LLC

JOINT AND LOCAL RATES  
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE  
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA  
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:  
All My Sons of Columbia, LLC



## All My Sons of Columbia, LLC

I. Packing/Moving/Labor Rates:A. October 1 through April 15 (Off-Peak)

## 1. Tuesday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$104.00
Van + 3 men	\$134.00
Van + 4 men	\$174.00

## 2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Monday rates.

B. April 16 through September 30 (Peak)

## 1. Tuesday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$119.00
Van + 3 men	\$149.00
Van + 4 men	\$179.00

## 2. Friday through Monday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$159.00
Van + 4 men	\$199.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Monday rates.

**Notes:**

1. \$40 charge per hour per additional man.
2. Standard rates charged for each additional van. Example: The hourly rate for an off-peak Tues through Thurs move with 2 vans + 4 men is \$208.00 (\$104.00 + \$104.00).

3. 2-hour labor minimum on all moves.
4. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Columbia office / warehouse
5. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled / 50 = 3 x \$104 (off peak Tues-Thurs van + 2 men) = round trip travel charge of \$312.00).
6. Wait time not caused by the carrier will be charged at the applicable hourly rate.
7. A charge of \$75.00 will be applied for each additional stop other than the final destination
8. For all active members of the Armed Forces, the carrier may utilize its off-peak rates, regardless of season.
9. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
10. The carrier will not charge for overtime.
11. Overnight truck storage fee \$250, per truck, per day.

## **II. Fuel Surcharge**

A fuel surcharge of 12% of the total charges (labor travel and materials) will be added to each bill.

## **III. Packing Containers (Material Prices)**

Packing Containers/Material will be charged at Market Value price.

## **IV. Bulky Items**

Motorcycles	\$80.00
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<b>Piano / Pipe organ 400 pounds or more</b>	<b>\$75.00</b>
<b>Grand Piano</b>	<b>\$75.00</b>
<b>Safe</b>	<b>\$75.00</b>
<b>Hot Tub</b>	<b>\$150.00</b>
<b>Riding Mower</b>	<b>\$75.00</b>
<b>Canoe / Small Boat</b>	<b>\$75.00</b>

#### **V. Billing / Other**

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

#### **VI. Rules and Regulations**

##### **A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons of Columbia, LLC must be given a reasonable opportunity to inspect the damaged items.
3. Customer(shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article unless specifically expected. The customer (shipper) hereby declares valuations in excess of the above limits on the following articles: No additional valuation purchased.

##### **B. Computing Charges**

1. All My Sons of Columbia, LLC rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections I, II, III, IV and V.
2. All My Sons of Columbia, LLC reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

**C. Governing Authorities**

1. All My Sons of Columbia, LLC rates and charges are governed by the terms and conditions of its tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

**D. Items of Particular Value**

1. All My Sons of Columbia, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons of Columbia, LLC will not accept responsibility for safe delivery of such articles if they come into All My Sons of Columbia, LLC's possession with or without All My Sons of Columbia, LLC's knowledge.

**E. Bill of Lading, Contract Terms and Conditions**

1. Each customer will be provided with a copy of All My Sons of Columbia, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons of Columbia, LLC's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of All My Sons of Columbia, LLC's Customer Checklist. A copy of this Checklist is attached hereto as Addendum C and its terms are incorporated by reference as if they were repeated verbatim here.

**F. Delays**

1. All My Sons of Columbia, LLC is not liable for any delays in transporting household goods resulting from an act of God.

## NOTICE

### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. *When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.*

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.**

\_\_\_\_\_  
NAME OF SHIPPER, OWNER OR CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE



**\*\*\* Customer Please Read Carefully, This for your Protection!\*\*\***

1. **Items Left:** All My Sons Moving & Storage cannot be held responsible for items left at residence after loading. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** \_\_\_\_\_
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated for the event of a claim as we did not pack these items & are unaware of their existing condition. **Initial:** \_\_\_\_\_
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value. **Initial:** \_\_\_\_\_
4. **Appliances/Electronics:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing or electrical items. Our men are not qualified nor allowed procedural to do this. All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate will need to be built for their protection. We can provide this for you at an additional charge. **Initial:** \_\_\_\_\_
5. **Firearms/Chemicals:** We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving. **Initial:** \_\_\_\_\_
6. **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur. **Initial:** \_\_\_\_\_
7. **Payment:** All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing. We accept Cash and Major Credit and Debit Cards: **Initial:** \_\_\_\_\_
8. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article** unless specifically accepted. The customer hereby declares valuations in excess of the above limits on the following articles: **NO ADDITIONAL VALUATION PURCHASED.** **Initial:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_